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SAN FRANCISCO
BAYKEEPER®

November 3, 2016

Citizen Suit Coordinator
Department of Justice, ENRD
Law and Policy Section
P.O. Box 7415
Ben Franklin Station
Washington, DC 20044-7415
Email: ragu-jara.gregg@usdoj.gov
reese.goldsmith@usdoj.gov

Gina McCarthy, Administrator
U.S. Environmental Protection Agency
Office of the Administrator, Mail Code 1101A
1200 Pennsylvania Avenue NW
Washington, DC 20460

Sent via Certified Mail and Electronic Mail

Re: Consent Decree – *San Francisco Baykeeper v. Asphalt Shingle Recyclers, LLC* (Civil Case No. 16-cv-04371-JCS)

Dear Citizen Suit Coordinator and Administrator McCarthy:

Attached as Exhibit A, please find a copy of a [Proposed] Consent Decree between San Francisco Baykeeper (“Baykeeper”) and Asphalt Shingle Recyclers, LLC (“ASR”) resolving Baykeeper’s claims against ASR for Clean Water Act violations (*San Francisco Baykeeper v. Asphalt Shingle Recyclers, LLC*, Civil Case No. 16-cv-04371-JCS). The [Proposed] Consent Decree requires ASR to improve its housekeeping, modify the existing treatment units, closely monitor its stormwater discharges, and take further measures if its pollution discharges continue to exceed numeric action levels in the California General Industrial Stormwater Permit and/or water quality standards.

If you have any questions or comments concerning the terms of the [Proposed] Consent Decree, please contact me at (510) 735-9700 x110 or nicole@baykeeper.org.

Sincerely,

Nicole C. Sasaki
Associate Attorney
San Francisco Baykeeper



Pollution hotline: 1 800 KEEP BAY
www.baykeeper.org

1736 Franklin Street, Suite 800
Oakland, CA 94612
(510) 735-9700

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Cc:

Alexis Strauss, Acting Regional Administrator
EPA Region 9
75 Hawthorne Street
San Francisco, California 94105

Cc via Electronic Mail:

Joshua Fookes, Asphalt Shingle Recyclers, LLC
Email: joshfookes@gmail.com

Michael V. Brady, Brady & Vinding
Email: mbrady@bradyvinding.com

EXHIBIT A

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3 SAN FRANCISCO BAYKEEPER
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5 Oakland, California 94612
6 Telephone: (510) 735-9700
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8 Email: erica@baykeeper.org
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10 Attorneys for Plaintiff
11 SAN FRANCISCO BAYKEEPER

12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 SAN FRANCISCO DIVISION

15 SAN FRANCISCO BAYKEEPER, a California
16 non-profit corporation,

17 Plaintiff,

18 v.

19 ASPHALT SHINGLE RECYCLERS, LLC,

20 Defendant.

Case No.: 16-cv-04371-JCS

[PROPOSED] CONSENT DECREE

**(Federal Water Pollution Control Act,
33 U.S.C. §§ 1251 *et seq.*)**

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1 Permit and its previous version, Water Quality Order No. 92-12-DWQ (as amended by Water Quality
2 Order 97-03-DWQ), at the Facility;

3 WHEREAS, on August 3, 2016, Baykeeper filed a complaint alleging certain violations of the
4 Act and the Industrial Stormwater Permit and its previous version, Water Quality Order No. 92-12-
5 DWQ (as amended by Water Quality Order 97-03-DWQ), at the Facility (“Complaint”);

6 WHEREAS, ASR denies all allegations and claims contained in the Complaint and reserves all
7 rights and defenses with respect to such allegations and claims;

8 WHEREAS, the Parties believe it is in their mutual interest and choose to resolve in full
9 Baykeeper’s allegations in the 60-Day Notice and Complaint through settlement and avoid the cost and
10 uncertainties of further litigation;

11 NOW THEREFORE IT IS HEREBY STIPULATED BETWEEN THE SETTling PARTIES,
12 AND ORDERED AND DECREED BY THE COURT, AS FOLLOWS:

13 **I. OBJECTIVES**

14 1. It is the express purpose of the Parties to further the objectives set forth in the Clean Water Act,
15 33 U.S.C. §§ 1251 et seq., and to resolve those issues alleged by Baykeeper in its 60-Day Notice and
16 Complaint. In light of these objectives and as set forth fully below, ASR agrees to comply with the
17 provisions of this Consent Decree and to comply with the Industrial Stormwater Permit and all
18 applicable provisions of the Clean Water Act.

19 **II. TERM OF CONSENT DECREE**

20 2. **Effective Date:** The Effective Date of this Consent Decree shall be the last day for the U.S.
21 Department of Justice to provide comment on this Consent Decree pursuant to Clean Water Act Section
22 505(c)(3), 33 U.S.C. § 1365(c)(3), i.e., the 45th day following the U.S. Department of Justice’s receipt
23 of the Consent Decree.

24 3. **Term of Consent Decree:** This Consent Decree shall continue in effect until September 30,
25 2019 (the “Term”), at which time the Consent Decree, and all obligations under it, shall automatically
26 terminate, unless one of the Parties has invoked Dispute Resolution in accordance with Paragraph 28.

27 4. **Early Termination:** If ASR should cease industrial operations at the site and file a Notice of
28 Termination (“NOT”) under the Industrial Stormwater Permit prior to the termination date of this

1 Consent Decree, ASR shall send Baykeeper a copy of the proposed NOT concurrent with its submittal to
2 the Regional Water Board. Within ten (10) days of the Regional Water Board's approval of the NOT,
3 ASR shall notify Baykeeper in writing of the approval and remit all outstanding payments, including
4 stipulated payments, to Baykeeper. In the event a new successor or assign continues industrial
5 operations at the site and assumes responsibility for implementation of this Consent Decree pursuant to
6 Paragraph 47, ASR shall notify Baykeeper within ten (10) days of the transition.

7 **III. BEST MANAGEMENT PRACTICES**

8 5. In order to further reduce or prevent pollutants associated with industrial activity from
9 discharging via stormwater to the waters of the United States, ASR shall implement additional
10 appropriate structural and non-structural best management practices ("BMPs") to, at a minimum,
11 comply with the requirements of the Industrial Stormwater Permit.

12 6. **Site Map:** Within thirty (30) days of the Effective Date, ASR shall update the Site Map included
13 in the Facility SWPPP to comply with the Industrial Stormwater Permit, Section X.E. Specifically, the
14 Site Map shall clearly denote the following: (a) the topography and the direction of stormwater flow for
15 each drainage area of the Facility, (b) property boundaries, (c) known or suspected drop inlets, (d)
16 ground type (pervious or impervious), (e) berms and the materials they are composed of, (f) any
17 permanent structures and features, (g) discharge points, (h) sampling points, and (i) all other physical
18 structures or items relevant under the Industrial Stormwater Permit and this Consent Decree. During the
19 term of the Consent Decree, if ASR makes significant changes to the Facility, such as moving a
20 discharge or sampling point, modifying the topography of the site so as to change a drainage area, or
21 removing or adding structural BMPs, ASR shall update the SWPPP within forty-five (45) days, submit
22 the revised SWPPP to Baykeeper, and upload the revised SWPPP to the Storm Water Multiple
23 Application and Report Tracking System ("SMARTS"), consistent with the requirements of Paragraph
24 11.

25 7. **Non-Structural Best Management Practices.** Beginning on the Effective Date, unless
26 otherwise stated, ASR shall implement the following non-structural BMPs:
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1 A. **Storm Drain Inlet/Catch Basin Best Management Practices:**

2 i. Storm Drain Inlet/Catch Basin Inspections: Within thirty (30) days of the
3 Effective Date and between September 1 and October 1 of each subsequent year, ASR shall inspect any
4 storm drain inlets, catch basins, discharge and sampling points, filtration/treatment devices, and other
5 BMPs in place at the Facility. ASR shall promptly clean, as needed, each drain inlet, catch basin,
6 discharge and sampling point, filtration/treatment device, and other BMPs in order to remove any
7 accumulated dust, sediment, solids, or debris.

8 ii. Storm Drain Inlet/Catch Basin Maintenance and Cleaning: On a weekly basis
9 between October 1 to May 31 of each year ("Wet Season"), ASR shall inspect all storm drain inlets,
10 catch basins, discharge and sampling points, filtration/treatment devices, and other BMPs in place at the
11 Facility to ensure that they are not in a condition that would materially impair their efficacy, and clean
12 out accessible deposited sediment or debris. ASR shall properly dispose of any dust, sediment, debris,
13 or other removed pollutants.

14 iii. Log of Storm Drain Inlet/Catch Basin Inspections, Maintenance and Cleaning:
15 ASR shall prepare and maintain a log of the Storm Drain Inlet/Catch Basin Inspections, Maintenance
16 and Cleaning described herein ("Maintenance Log"). The Maintenance Log shall indicate the staff who
17 completed the maintenance activity and when it was completed. The Maintenance Log shall be made
18 available for inspection by Baykeeper at any site inspection or otherwise within three (3) business days
19 advance request by Baykeeper.

20 B. **Site Sweeping:** ASR shall mechanically sweep the accessible paved areas of the Facility
21 and shall also sweep non-accessible areas by hand or vacuum at least two (2) times per day during the
22 Wet Season and at least one (1) time per day during the remaining portion of the year ("Dry Season") on
23 each day that ASR is actively operating. ASR shall keep a log or checklist of the on-site sweeping
24 activity performed ("Sweeping Log"), and shall direct employees and/or contractors to accurately
25 complete the Sweeping Log. The Sweeping Log shall indicate the employee or contractor who
26 conducted the sweeping, the location of the sweeping, and the dates the sweeping activities occurred.
27 The Sweeping Log shall be made available for inspection by Baykeeper at any site inspection or within
28 three (3) business days of a request by Baykeeper.

1 C. **Maintenance of Paved Surfaces:** Within thirty (30) days of the Effective Date and
2 between September 1 and October 1 of each subsequent year, ASR shall inspect and fill cracks and/or
3 voids in existing concrete, asphalt, or other paved areas to facilitate more effective sweeping on-site.

4 D. **Abandoned or Inutile Equipment Storage and Removal:** ASR shall either store under
5 cover or remove from the Facility all abandoned or broken equipment or materials no longer considered
6 for future use that have the potential to serve as the source for pollutant loading.

7 E. **Vehicle and Equipment Management:** ASR shall implement BMPs to reduce or
8 minimize pollutant release from equipment, such as forklifts, hydraulic lifts, trucks, and other heavy
9 equipment, that is parked or stored in areas of the Facility from which stormwater discharges. Such
10 BMPs shall include relocating the vehicles offsite to better facilitate sweeping of paved areas, placing
11 drip pans under equipment stored or parked for a week or longer, weekly inspections for evidence of
12 leaks from such equipment, and prompt clean-up of spills, drips, or leaks from such equipment. Any
13 spilled substances and absorbent materials used in cleaning up spills shall be disposed of in accordance
14 with all local, state, and federal laws and regulations.

15 F. **Vehicle and Equipment Maintenance:** ASR shall not conduct routine (*i.e.*, non-
16 emergency) vehicle or movable equipment maintenance or repair at the Facility in outdoor, uncovered
17 areas from which stormwater discharges during rainfall events.

18 8. **Structural Best Management Practices:** ASR shall develop and implement the following
19 structural BMPs:

20 A. **Drop Inlet 1 Drainage Area:** Within thirty (30) days of the Effective Date, ASR shall
21 complete the following structural BMPs:

22 i. Relocate Landscape Supply Materials: ASR shall move the landscape supply soil
23 from the area bunkers to the back of the Facility, and replace the soil with washed rock products.

24 ii. Protect Drop Inlet: ASR shall cover the drop inlet at Drop Inlet 1 ("DI-1") during
25 the Dry Season to protect from anthropogenic activities.

26 iii. Silt-Bag Treatment Unit: ASR shall replace the current silt-bag treatment area at
27 Sampling Point 2 ("SP-2"), as shown in Figure 3 of the July 28, 2016 memorandum entitled "Summary
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1 of Best Management Practices – Revised Asphalt Shingle Recyclers Oakland, California,” attached
2 hereto at Exhibit 2 (“BMP Memo”).

3 **B. Non-Industrial Area North of Shop:** Within thirty (30) days of the Effective Date,
4 ASR shall install asphaltic concrete berms on the west and east sides to prevent industrial stormwater
5 from flowing into this area, and shall use the area for storage of non-industrial materials and/or
6 employee parking, as shown in Figure 4 of the BMP Memo.

7 **C. Drop Inlet 2 Drainage Area:** Within thirty (30) days of the Effective Date, ASR shall
8 complete the following structural BMPs:

9 i. Repave Drainage Area: ASR shall grade and repave with asphalt or concrete the
10 area around Drop Inlet 2 (“DI-2”) and Sampling Point 1 (“SP-1”).

11 ii. Tarp Asphalt Shingle Pile: During the Wet Season, ASR shall tarp the asphalt
12 shingle pile, using high-quality PVC tarps of 14 millimeters (mm) or greater, held in place with tire
13 circles.

14 iii. Treatment Unit: ASR shall modify the existing treatment unit at DI-2 as shown in
15 Figure 5 of the BMP Memo. In the event concentrations of total polynuclear aromatic hydrocarbons
16 (“PAHs”), as determined by EPA method 8270C-SIM, measure above 0.015 mg/L, ASR shall
17 implement carbon filtration or other advanced media filtration, consistent with flow-through treatment
18 criteria in the Industrial Stormwater Permit.

19 **D. Drop Inlet 3 Drainage Area:** Within thirty (30) days of the Effective Date, ASR shall
20 implement the following structural BMPs:

21 i. Wet Season BMPs: During the Wet Season, ASR shall install wattles, straw
22 bales, filter fabric, and washed drain rock to filter stormwater around Drop Inlet 3 (“DI-3”) as shown in
23 Figures 6B of the BMP Memo, attached hereto as Exhibit 2.

24 ii. Dry Season BMPs: During the Dry Season, ASR shall cover DI-3 and extend the
25 Geoblock wall to prevent green waste materials from entering DI-3, as shown in Figures 6A of the BMP
26 Memo, attached hereto as Exhibit 2.

1 E. ASR shall diligently file and pursue all required permit applications for the structural
2 BMPs and shall diligently procure contractors, labor, and materials needed to complete all structural
3 BMPs by the required deadlines.

4 F. **Maintenance of BMP Structural Controls:** Beginning on the Effective Date or the
5 date of installation, ASR shall maintain all structural BMPs at the Facility in good operating condition
6 and shall promptly repair any damaged or degraded structural BMPs.

7 9. **Employee Training:** ASR shall develop and implement an employee training program that
8 meets the following requirements:

9 A. Within thirty (30) days of the Effective Date, ASR shall develop and implement a
10 training program, including any training materials needed for effective implementation of the training
11 program, for the Facility ("Training Program"). The Training Program shall ensure: (1) that there are
12 sufficient number of employees delegated to achieve compliance with the Industrial Stormwater Permit
13 and this Consent Decree, and (2) that these employees are properly trained to perform the activities
14 required by the Industrial Stormwater Permit and this Consent Decree. At a minimum, the Training
15 Program shall require the following:

16 i. Language. ASR shall conduct the Training Program in the language or languages
17 in which all employees participating are fluent:

18 ii. BMP Training. ASR shall train all employees on the BMPs included in this
19 Consent Decree and the SWPPP to ensure that BMPs are implemented effectively and on schedule and
20 structural BMPs are maintained properly. ASR shall train individual employees on their specific
21 responsibilities in implementing BMPs.

22 iii. Stormwater Sampling Training. ASR shall designate an adequate number of
23 employees necessary to collect stormwater samples as required by this Consent Decree. The Training
24 Program shall include the proper sampling protocols to ensure stormwater samples are properly
25 collected, stored, and submitted to a certified laboratory.

26 iv. Visual Observation Training. ASR shall provide training on how and when to
27 properly conduct visual observations to all employees performing visual observations at the Facility.
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1 v. Non-Stormwater Discharge Training. ASR shall train all employees at the
2 Facility on the Industrial Stormwater Permit's prohibition of non-stormwater discharges, so that
3 employees know what non-stormwater discharges are, that non-stormwater discharges can result from
4 improper surface washing or dust control methods, and how to detect and prevent non-stormwater
5 discharges.

6 vi. All employees at the Facility shall participate in the Training Program within
7 thirty (30) days of the Effective Date and annually thereafter. New employees shall participate in the
8 Training Program within thirty (30) days of their hiring date.

9 vii. The Training Program shall be provided by a representative of ASR who is
10 familiar with the requirements of this Consent Decree and the Industrial Stormwater Permit.

11 viii. ASR shall maintain training records to document compliance with this section,
12 and shall provide Baykeeper with a copy of these records within fourteen (14) days of receipt of a
13 written request.

14 ix. If and when appropriate, ASR shall integrate any new training requirements
15 resulting from this Consent Decree into the Facility SWPPP. ASR shall also update the SWPPP, if and
16 when appropriate, to identify the positions responsible for carrying out stormwater management,
17 monitoring, sampling, and SWPPP implementation.

18 **10. Amendment of SWPPP:**

19 A. Within thirty (30) days of the Effective Date, ASR shall amend the Facility SWPPP to
20 incorporate the requirements and BMPs set forth in this Section III of the Consent Decree and Section X
21 of the Industrial Stormwater Permit and submit the updated SWPPP to Baykeeper within ten (10)
22 business days thereafter. Baykeeper shall have thirty (30) days from receipt of the amended SWPPP to
23 propose any changes to the SWPPP. Within thirty (30) days of notification by Baykeeper of any
24 proposed changes to the SWPPP, ASR shall make all of Baykeeper's changes to the amended SWPPP
25 unless ASR timely requests a meet and confer in accordance with Paragraph 28 to discuss any concerns.
26 Compliance with the SWPPP, as amended in accordance with this Paragraph, shall at all times be a
27 requirement of this Consent Decree.
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1 B. ASR shall revise the Facility SWPPP if there are any material changes in the Facility's
2 operations, including, but not limited to, changes to stormwater discharge points or BMPs. These
3 SWPPP revisions shall occur within forty-five (45) days of the changes in operations.

4 C. ASR shall submit any revised SWPPP within ten (10) days of the revisions. Baykeeper
5 shall provide comments, if any, to ASR within thirty (30) days of receipt of the revised SWPPP. Within
6 thirty (30) days of notification by Baykeeper of any proposed changes to the SWPPP, ASR shall make
7 all of Baykeeper's changes to the amended SWPPP unless ASR timely requests a meet and confer in
8 accordance with Paragraph 28 to discuss any concerns.

9 D. ASR shall upload the Facility SWPPP to SMARTS within thirty (30) days of finalizing
10 revisions in accordance with this Consent Decree.

11 11. **Additional BMPs:** The BMPs included in this Section constitute a preliminary approach to
12 stormwater management at the Facility for the first Wet Season of the agreement. If, after implementing
13 these BMPs, the sampling conducted in accordance with Section IV indicates that the Facility's
14 stormwater discharges continue to exceed the Target Levels in Exhibit 1, or otherwise do not meet water
15 quality standards, ASR shall propose additional BMPs as part of any Action Plan prepared in accordance
16 with Paragraph 17.

17 **IV. SAMPLING, MONITORING, INSPECTION & REPORTING**

18 12. **Sampling Program - Stormwater:** Beginning with the 2016-2017 Wet Season, ASR shall
19 collect and analyze stormwater samples from all discharge points according to the following schedule:

20 A. ASR shall collect and analyze samples from the first two (2) qualifying storm events
21 ("QSEs"), as defined in Section XI.B. of the Industrial Stormwater Permit, within the first half of each
22 Wet Season during the term of this Consent Decree (October 1 to December 31).

23 B. ASR shall collect and analyze samples from the first two (2) QSEs within the second half
24 of each Wet Season during the term of this Consent Decree (January 1 to May 31).

25 C. If ASR is unable to take a sample from any discharge point during any of the first two (2)
26 QSEs of the first half of the Wet Season or the first two (2) QSEs of the second half of the Wet Season,
27 ASR shall continue to sample from any subsequent QSE until four (4) samples have been collected from
28 all discharge points in that Wet Season.

1 D. In the event that ASR is unable to collect four (4) samples in a Wet Season, ASR shall
2 explain in writing in the End-of-Season Summary under Paragraph 16 why it was unable to collect the
3 required sample(s).

4 E. Each stormwater sample must be analyzed for the presence of each of the parameters
5 listed in Exhibit 1. In addition, the first three (3) stormwater samples taken from SP-1 during the 2016-
6 2017 Wet Season must be analyzed for total PAHs using EPA method 8270C-SIM or comparable
7 method with similar detection limits. ASR may stop analyzing stormwater samples for PAHs if
8 sampling results indicate pollutant loading below 0.015 mg/L for two (2) consecutive storm events. If
9 the source of PAHs (i.e., asphalt shingles) is relocated to a different drainage area at the Facility, then
10 ASR must analyze stormwater samples for PAHs, as laid out in this paragraph for SP-1, for the other
11 drainage area.

12 F. Should industrial processes materially change at the Facility, ASR shall conduct sampling
13 for any additional analytical parameters listed in Table 1 of the Industrial Stormwater Permit and
14 additional toxic priority pollutants listed in 40 C.F.R. § 131.38 likely to be present in the Facility's
15 stormwater discharges in significant quantities as a result of the changed industrial processes. ASR shall
16 notify Baykeeper of any such changes within thirty (30) days of such a change.

17 G. **Certified Lab:** Except for pH samples, ASR shall have all stormwater samples collected
18 pursuant to this Consent Decree delivered to a California state certified environmental laboratory for
19 analysis within the time needed for analysis within laboratory method allowable hold times. The
20 laboratory shall thereafter conduct analysis sufficient to detect individual constituents at or below the
21 Target Levels set forth in Exhibit 1. Baykeeper shall be permitted, and ASR will authorize Baykeeper,
22 to verify that the lab analyzing ASR's stormwater samples that their analysis is proper.

23 H. **Sample Result Reporting:** After the Effective Date, ASR shall provide complete results
24 from sampling and analysis to Baykeeper within ten (10) calendar days and to SMARTS within thirty
25 (30) days of receipt of the laboratory report from each sampling event.

26 13. **Rain Gauge:** Within thirty (30) days of the Effective Date, ASR shall install a recording rain
27 gauge capable of continuously recording rainfall at the Facility to 0.1 inches. ASR shall maintain the
28 rain gauge in accordance with manufacturers' recommendations, maintain records of all maintenance,

1 and provide maintenance records within fourteen (14) days of a request by Baykeeper.

2 14. **End-of-Season Summary:** By July 15 following each Wet Season that occurs during the term
3 of the Consent Decree, ASR shall prepare and send to Baykeeper an End-of-Season Summary that
4 includes the following: (1) a summary chart with all of the sample results from the previous Wet Season
5 including any and all sample result(s) exceeding the Target Levels in Exhibit 1 ("Exceedance(s)"); and
6 (2) identification of any new BMP(s) that ASR has implemented or will implement not already
7 discussed in a prior End-of-Season Summary or Action Plan for the immediately previous Wet Season.

8 15. **Action Plan:** If any stormwater sample result shows an Exceedance, ASR shall submit an
9 Action Plan in addition to an End-of-Season Summary by July 15.

10 16. **Contents of Action Plan:** If an Action Plan is required, it shall include the following:

11 A. The possible sources of the Exceedance(s) during the applicable Wet Season;

12 B. A proposal for and evaluation of new site-specific BMPs designed to reduce pollutants in
13 future stormwater discharges to the Target Levels in Exhibit 1 and to achieve BAT and BCT for those
14 constituents;

15 C. Data, drawings, and other design rationale demonstrating that the proposed site-specific
16 BMPs will reduce pollutants in future stormwater discharges to the Target Levels in Exhibit 1 and
17 achieve BAT and BCT; and

18 D. A schedule to implement any revised and/or additional BMPs by the earliest practicable
19 time, and no later than October 1 of the next Wet Season. In any Action Plan, ASR shall consider
20 appropriate structural BMPs as necessary to adequately address its Exceedances.

21 17. **Baykeeper Review of Action Plan:** Baykeeper shall have thirty (30) days from receipt to
22 propose revisions to the Action Plan. However, if Baykeeper notifies ASR within thirty (30) days of
23 receipt of the Action Plan that it is unable to provide comments within thirty (30) days, Baykeeper shall
24 have an additional fifteen (15) days to propose revisions to the Action Plan. Within thirty (30) days of
25 receiving Baykeeper's proposed revisions, ASR shall consider each of Baykeeper's recommended
26 revisions to the Action Plan and accept them or timely request to meet and confer, in accordance with
27 Paragraph 28.

1 **18. Implementation of Action Plan:**

2 A. ASR shall implement the Action Plan(s) adopted pursuant to this Consent Decree as an
3 obligation of this Consent Decree.

4 B. ASR shall diligently file and pursue all required local agency applications for permits
5 and/or approvals for the BMPs included in any Action Plan. ASR shall further diligently pursue the
6 procurement of contractors, labor, and materials to complete all BMPs by the October 1 deadline.

7 C. Within thirty (30) days after BMPs set forth in an Action Plan pursuant to this Consent
8 Decree are implemented, ASR shall amend the Facility SWPPP to include all BMP revisions or
9 additions not otherwise already implemented and included in the SWPPP and shall provide Baykeeper
10 with a copy of such revised SWPPP.

11 19. During each Wet Season, ASR has an ongoing obligation to evaluate the BMPs implemented at
12 the Facility and included in this Consent Decree and any current or previous Action Plans, and, if the
13 Target Levels are exceeded, make attempts to reduce the concentrations to Target Levels for the
14 remainder of the Wet Season. ASR shall use the results from subsequent stormwater samples as they
15 become available to assist with their ongoing evaluation of the effectiveness of BMPs.

16 20. **Site Access:** During the Term of this Consent Decree, ASR shall permit representatives of
17 Baykeeper to perform up to two (2) physical inspections per year of the Facility during operating hours
18 ("Site Inspection"). Baykeeper shall provide ASR twenty-four (24) hours' notice in advance of such
19 Site Inspections. Baykeeper shall comply with all safety instructions provided to Baykeeper by ASR's
20 staff during all Site Inspections. During Site Inspections, Baykeeper shall be allowed to inspect and
21 sample any stormwater discharges, logs, and take photos and/or videos.

22 21. **Reports:** During the Term of this Consent Decree, ASR shall provide Baykeeper with a copy of
23 all documents submitted to the Regional Water Board or the State Water Board concerning the Facility's
24 compliance with the Industrial Stormwater Permit. Such documents and reports shall be transmitted to
25 Baykeeper via electronic mail at the time the documents are submitted to the Regional Water Board or
26 State Water Board.

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V. MITIGATION, FEES AND COSTS

22. **Environmental Mitigation Funding:** As mitigation for the alleged violations set forth in Baykeeper's 60-Day Notice and Complaint, within thirty (30) days of the Effective Date, ASR shall pay the sum of twenty thousand dollars (\$20,000.00) to the Rose Foundation for Communities and the Environment, an environmental non-profit organization, for projects that will benefit the San Francisco Bay watershed. The Rose Foundation reports the grant funding made with the tendered funds to the Court, U.S. Department of Justice, and the Parties, setting forth the recipient and purpose of the funds. Payment shall be made to Rose Foundation for Communities and the Environment, 1970 Broadway, Suite 600, Oakland, California 946 2, in two (2) payments of ten thousand dollars (\$10,000.00) each. The first payment shall be made within thirty (30) days of the Effective Date, with notice to Baykeeper. The second payment shall be made within one (1) year of the Effective Date, with notice to Baykeeper.

23. **Reimbursement of Fees and Costs:** ASR shall reimburse Baykeeper in the amount of sixteen thousand five hundred dollars (\$16,500.00) to help cover Baykeeper's reasonable investigation, expert, and attorneys' fees and costs, and all other reasonable costs incurred as a result of investigating the activities at the Facility related to this Consent Decree, bringing these matters to ASR's attention, and negotiating a resolution of this action. ASR shall tender said payment, payable to Baykeeper, within thirty (30) days of the Effective Date.

24. **Compliance Monitoring Funds:** ASR shall provide to Baykeeper a total of fifteen thousand dollars (\$15,000.00) for costs and fees associated with monitoring ASR's compliance with this Consent Decree through the termination date of this agreement. The total compliance monitoring fund payment shall be made payable to Baykeeper within thirty (30) days after the Effective Date.

25. **Interest on Late Payments:** ASR shall pay interest on any payments, fee or costs owed to Baykeeper under this Consent Decree that Baykeeper has not received by the date due. The interest shall accrue starting the first day after the payment is due and shall be computed at 1.5% per month (18% per year).

VI. DISPUTE RESOLUTION AND STIPULATED PENALTIES

26. **Dispute Resolution:** If a dispute under this Consent Decree arises or the Parties believe that a

1 breach of this Consent Decree has occurred, they shall follow the following procedure:

2 A. The Parties shall schedule a meet and confer within ten (10) business days of receiving
3 written notification from the other Party of a request for a meeting to determine whether a violation of
4 this Consent Decree has occurred and to develop a mutually agreed upon plan, including implementation
5 dates, to resolve the dispute.

6 B. If the Parties fail to meet and confer or the meet and confer does not resolve the issue,
7 after at least seven (7) business days have passed after the meet and confer occurred or should have
8 occurred, either Party shall be entitled to all rights and remedies under the law, including bringing a
9 motion before the United States District Court for the Northern District of California for the limited
10 purpose of enforcing the terms of this Consent Decree.

11 C. The Parties shall be entitled to seek fees and costs incurred in any such action pursuant to
12 the provisions set forth in the Section 505(d) of the Clean Water Act, 33 U.S.C. § 1365(d), and
13 applicable case law interpreting such provisions.

14 **27. Stipulated Payments:** ASR shall pay the following stipulated payments during the Term of this
15 Consent Decree.

16 A. \$1,000 for each failure to collect a sample required under this Consent Decree;

17 B. \$500 per day after the report due date for each failure to timely submit any document,
18 report or other communication required in this Consent Decree; and

19 C. \$500 per day payment for every business day (Monday through Friday, excluding state
20 and federal holidays) past the due date that ASR fails to submit any payments due under Paragraphs 22-
21 24 of this Consent Decree.

22 D. Any stipulated payments described above shall be paid by September 1 of each year this
23 Consent Decree is in effect to the Rose Foundation for Communities and the Environment 1970
24 Broadway, Suite 600, Oakland, California 94612, with a copy of payment sent concurrently to
25 Baykeeper. Stipulated payment funds will be used by the Rose Foundation to fund projects that benefit
26 the water quality in the San Francisco Bay watershed. Baykeeper shall forgive stipulated payments up
27 to two (2) times, if ASR corrects the failure within ten (10) days of notification of failure to comply.
28 ASR shall automatically pay the Rose Foundation for Communities and the Environment all stipulated

1 payments thereafter.

2 **VII. JURISDICTION AND DISMISSAL OF COMPLAINT**

3 **28. Jurisdiction.** For the purposes of this Consent Decree, the Parties stipulate that the United
4 States District Court of California, Northern District of California, has jurisdiction over the Parties and
5 subject matter of this Consent Decree. The Parties stipulate that venue is appropriate in the Northern
6 District of California and that Baykeeper has standing to bring the Complaint or any subsequent action
7 or motion pursuant to the Dispute Resolution procedures herein.

8 **29. Jurisdiction to Enforce Consent Decree.** The Court referenced above shall retain jurisdiction
9 over the Parties and subject matter of this Consent Decree for the purpose of adjudicating all disputes
10 among the Parties that may arise under the provisions of this Consent Decree. The Court shall have the
11 power to enforce this Consent Decree with all available legal and equitable remedies.

12 **30. Submission of Consent Decree to DOJ.** Within three (3) business days of receiving all of the
13 Parties' signatures to this Consent Decree, Baykeeper shall submit this Consent Decree to the U.S.
14 Department of Justice ("DOJ") and EPA for agency review consistent with 40 C.F.R. § 135.5. The
15 agency review period expires forty-five (45) calendar days after receipt by DOJ, evidenced by
16 correspondence from DOJ establishing the review period. In the event DOJ comments negatively on the
17 provisions of this Consent Decree, the Parties agree to meet and confer to attempt to resolve the issues
18 raised by DOJ.

19 **31. Dismissal of Complaint:** If there is no objection by DOJ to this Consent Decree, the Parties
20 shall (a) request the approval and entry of this Consent Decree in the exact form presented to DOJ, and
21 (b) concurrently stipulate to and request dismissal of this action with prejudice. Such dismissal shall not
22 affect the rights and obligations of the Parties under this Consent Decree, nor shall it affect the power of
23 the Court to enforce this Consent Decree.

24 **VIII. WAIVER AND RELEASES**

25 **32. Baykeeper Waiver and Release of Noticed Parties:** Baykeeper, on its own behalf and on
26 behalf of its officers, directors, employees, parents, subsidiaries, affiliates and each of their successors
27 and assigns releases ASR, its officers, directors, employees, members, parents, subsidiaries, affiliates,
28 successors or assigns, agents, attorneys and other representatives from and waives all claims raised in

1 the 60-Day Notice and/or the Complaint, including all claims for fees (including fees of attorneys,
2 experts, and others), costs, expenses, or any other sum incurred or claimed or which could have been
3 claimed for matters included in the 60-Day Notice and/or the Complaint.

4 **33. ASR's Waiver and Release of Baykeeper:** ASR, on its own behalf and on behalf of its
5 officers, directors, employees, members, parents, subsidiaries, affiliates, or their successors or assigns
6 release Baykeeper and its officers, directors, employees, members, parents, subsidiaries, and affiliates,
7 and each of their successors and assigns from, and waive all claims which arise from or pertain to, the
8 60-Day Notice and/or the Complaint, including all claims for fees (including fees of attorneys, experts,
9 and others), costs, expenses or any other sum incurred or claimed or which could have been claimed for
10 matters included in the 60-Day Notice and/or the Complaint.

11 **IX. MISCELLANEOUS PROVISIONS**

12 **34. Execution in Counterparts:** The Consent Decree may be executed in one or more counterparts
13 which, taken together, shall be deemed to constitute one and the same document.

14 **35. Signatures:** The Parties' signatures to this Consent Decree transmitted by facsimile or
15 electronic mail transmission shall be deemed binding.

16 **36. Construction:** The language in all parts of this Consent Decree, unless otherwise stated, shall be
17 construed according to its plain and ordinary meaning. The captions and paragraph headings used in
18 this Consent Decree are for reference only and shall not affect the construction of this Consent Decree.

19 **37. Authority to Sign:** The undersigned are authorized to execute this Consent Decree on behalf of
20 their respective Party and have read, understood and agreed to all of the terms and conditions of this
21 Consent Decree.

22 **38. Integrated Consent Decree:** All agreements, covenants, representations and warranties, express
23 or implied, oral or written, of the Parties concerning the subject matter of this Consent Decree are
24 contained herein.

25 **39. Severability:** In the event that any of the provisions of this Consent Decree are held by a court
26 to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

27 **40. Choice of Law:** This Consent Decree shall be governed by the laws of the United States or,
28 where applicable, the laws of the State of California.

1 **41. Full Settlement:** This Consent Decree constitutes a full and final settlement of this matter.

2 **42. Effect of Consent Decree:** Compliance with this Consent Decree does not mean ASR is
3 complying with the Industrial Stormwater Permit, Clean Water Act, or any other law, rule, or regulation.

4 **43. Negotiated Agreement:** The Parties have negotiated this Consent Decree, and agree that it shall
5 not be construed against the Party preparing it, but shall be construed as if the Parties jointly prepared
6 this Consent Decree, and any uncertainty and ambiguity shall not be interpreted against any one Party.

7 **44. Modification of the Agreement:** This Consent Decree, and any provisions herein, may not be
8 changed, waived, or discharged unless by a written instrument signed by each of the Parties.

9 **45. Assignment:** Subject only to the express restrictions contained in this Consent Decree, all of the
10 rights, duties and obligations contained in this Consent Decree shall inure to the benefit of and be
11 binding upon the Parties, and their successors and assigns.

12 **46. Notices and Submissions:** Any notices or documents required or provided for by this Consent
13 Decree or related thereto that are to be provided to Baykeeper pursuant to this Consent Decree shall be,
14 to the extent feasible, sent via electronic mail transmission to the e-mail addresses listed below or, if
15 electronic mail transmission is not feasible, via certified U.S. Mail with return receipt, or by hand
16 delivery to the following address:

17 San Francisco Baykeeper
18 Attention: Nicole Sasaki
19 1736 Franklin St., Suite 800
20 Oakland, CA 94612
21 E-mail: nicole@baykeeper.org

22 Unless requested otherwise by ASR, any notices or documents required or provided for by this
23 Consent Decree or related thereto that are to be provided to ASR pursuant to this Consent Decree shall,
24 to the extent feasible, be provided by electronic mail transmission to the e-mail addresses listed below,
25 or, if electronic mail transmission is not feasible, by certified U.S. Mail with return receipt, or by hand
26 delivery to the addresses below:

27 Asphalt Shingle Recyclers, LLC
28 Attention: Joshua Fookes
29 5900 Coliseum Way
30 Oakland, California 94621
31 Email: joshfookes@gmail.com

1 Michael V. Brady
2 Brady & Vinding
3 400 Capitol Mall, Suite 2640
4 Sacramento, California 95814
5 Email: mbrady@bradyvinding.com

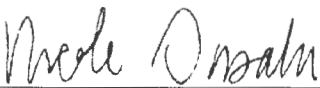
6 Notifications of communications shall be deemed submitted on the date that they are emailed, or
7 postmarked and sent by first-class mail or deposited with an overnight mail/delivery service. Any
8 changes of address or addressees shall be communicated in the manner described above for giving
9 notices.

10 47. **Impossibility of Performance:** No Party shall be considered to be in default in the performance
11 of any of its obligations under this Consent Decree when performance becomes impossible due to
12 circumstances beyond the Party's control, including without limitation any act of God, act of war or
13 terrorism, fire, earthquake, and flood. "Circumstances beyond the Party's control" shall not include
14 normal inclement weather, economic hardship, or inability to pay. Any Party seeking to rely upon this
15 Paragraph shall have the burden of establishing that it could not reasonably have been expected to avoid,
16 and which by exercise of due diligence has been unable to overcome, the impossibility of performance.

17 The Parties hereto enter into this Consent Decree, Order and Final Judgment and submit it to the
18 Court for its approval and entry as a final judgment.

19 SAN FRANCISCO BAYKEEPER

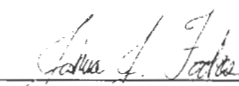
20 Date: November 2, 2016

21 

22 Nicole C. Sasaki
23 Associate Attorney, San Francisco Baykeeper

24 ASPHALT SHINGLE RECYCLERS, LLC

25 Date: November 2, 2016

26 

27 By: Joshua J. Fookes
28 Title: Manager

1 APPROVED AND SO ORDERED, this ____ day of ____.

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3 UNITED STATES DISTRICT JUDGE
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EXHIBIT 1

Target Levels for Stormwater Sampling

Constituent	Target Levels	Source
pH	6.5 – 8.5 SU	<i>San Francisco Bay Basin Plan Water Quality Objective</i>
Total Suspended Solids	100 mg/L	<i>Multi-Sector General Permit 2015 Sector-specific benchmark; California Industrial General Permit 2014-0057-DWQ</i>
Oil and Grease	15 mg/L	<i>Multi-Sector General Permit 2000 benchmark; California Industrial General Permit 2014-0057-DWQ</i>
Chemical Oxygen Demand	120 mg/L	<i>Multi-Sector General Permit 2015 Sector-specific benchmark; California Industrial General Permit 2014-0057-DWQ</i>
Total Aluminum	0.75 mg/L	<i>Multi-Sector General Permit 2015 Sector-specific benchmark; California Industrial General Permit 2014-0057-DWQ</i>
Dissolved Copper	0.0094 mg/L	<i>San Francisco Bay Basin Plan Water Quality Objective</i>
Total Copper	0.0094 mg/L	<i>San Francisco Bay Basin Plan Water Quality Objective</i>
Total Iron	1.0 mg/L	<i>Multi-Sector General Permit 2015 Sector-specific benchmark; California Industrial General Permit 2014-0057-DWQ</i>
Dissolved Lead	0.21 mg/L	<i>San Francisco Bay Basin Plan Water Quality Objective</i>
Total Lead	0.21 mg/L	<i>Multi-Sector General Permit 2015 Sector-specific benchmark</i>
Dissolved Zinc	0.09 mg/L	<i>San Francisco Bay Basin Plan Water Quality Objective</i>
Total Zinc	0.09 mg/L	<i>Multi-Sector General Permit 2015 Sector-specific benchmark</i>

EXHIBIT 2



5300 Aviation Drive | Redding, CA 96002
Phone 530.223.2585 | Fax 530.223.1145
info@vestra.com | www.vestra.com

July 28, 2016

GIS, Environmental, & Engineering Services

71620

Ian Wren, Staff Scientist
Nicole C. Sasaki, Associate Attorney
San Francisco Baykeeper
1736 Franklin Street, Suite 800
Oakland, CA 94612

Via Email & U.S. Mail
ian@baykeeper.org
nicole@baykeeper.org

**RE: Summary of Best Management Practices – Revised
Asphalt Shingle Recyclers
Oakland, California**

Dear Mr. Wren and Ms. Sasaki:

The following summarizes the Best Management Practices (BMPs) that are to be continued, replaced, or initiated at the Asphalt Shingle Recyclers site in Oakland, California.

Asphalt Shingle Recyclers receives and recycles concrete, brick, rock, dirt, and green waste in addition to asphalt shingles. The site layout is shown on Figure 1 and general site drainage is shown on Figure 2. The company's original intent to recycle asphalt shingles as a feed product for asphalt concrete has not been completed due to a lack of market, as Caltrans never was able to agree on a specification for the product.

Front Drop Inlet (DI-1 and Sample Location SP-2)

Drop Inlet DI-1 receives drainage from the area of the yard generally in front of the shop, as shown on Figure 1. This area is used by the adjoining landscape-supply business, but also serves as ingress and egress for the Asphalt Shingle Recyclers site. BMPs that have or will be implemented include:

1. Move landscape supply soil from area bunkers to back of facility and replace landscape soil with washed rock products.
2. Cover drop inlet during summer to protect from anthropogenic activities.
3. Increase sweeping to twice daily (morning and evening) during rainy season.
4. Replace current silt-bag treatment area to improve collection of discharge and improve ease of sampling. The current spent materials (hay bales and silt bags) will be removed. Following removal, the base area dirt will be sloped to drain slightly to the fenceline. Base rock will be added to create a small berm on both sides and at the back. In the front, the base will be sloped to create a "V" in the center. The base will be overlain with a piece of 14- to 20-mil high-density polypropylene (HDPE) and receive an additional 6 inches of washed drain rock. Washed drain rock will be covered with 6 to 12 inches of straw mulch. A silt bag will be placed on top of the straw mulch. A schematic of the treatment unit is included as Figure 3.



- ⊕ Drop Inlet
- Sample Location
- Estimated Location of Underground Piping (to Be Confirmed at Later Date)
- Material Storage Bins
- SP-1 Treatment Unit

- Approximate Parcel Boundary
- Area Leased for New Green Waste Facility
- Area Leased to Landscape Yard
- Currently Owned and Operated
- Potential Acquisition



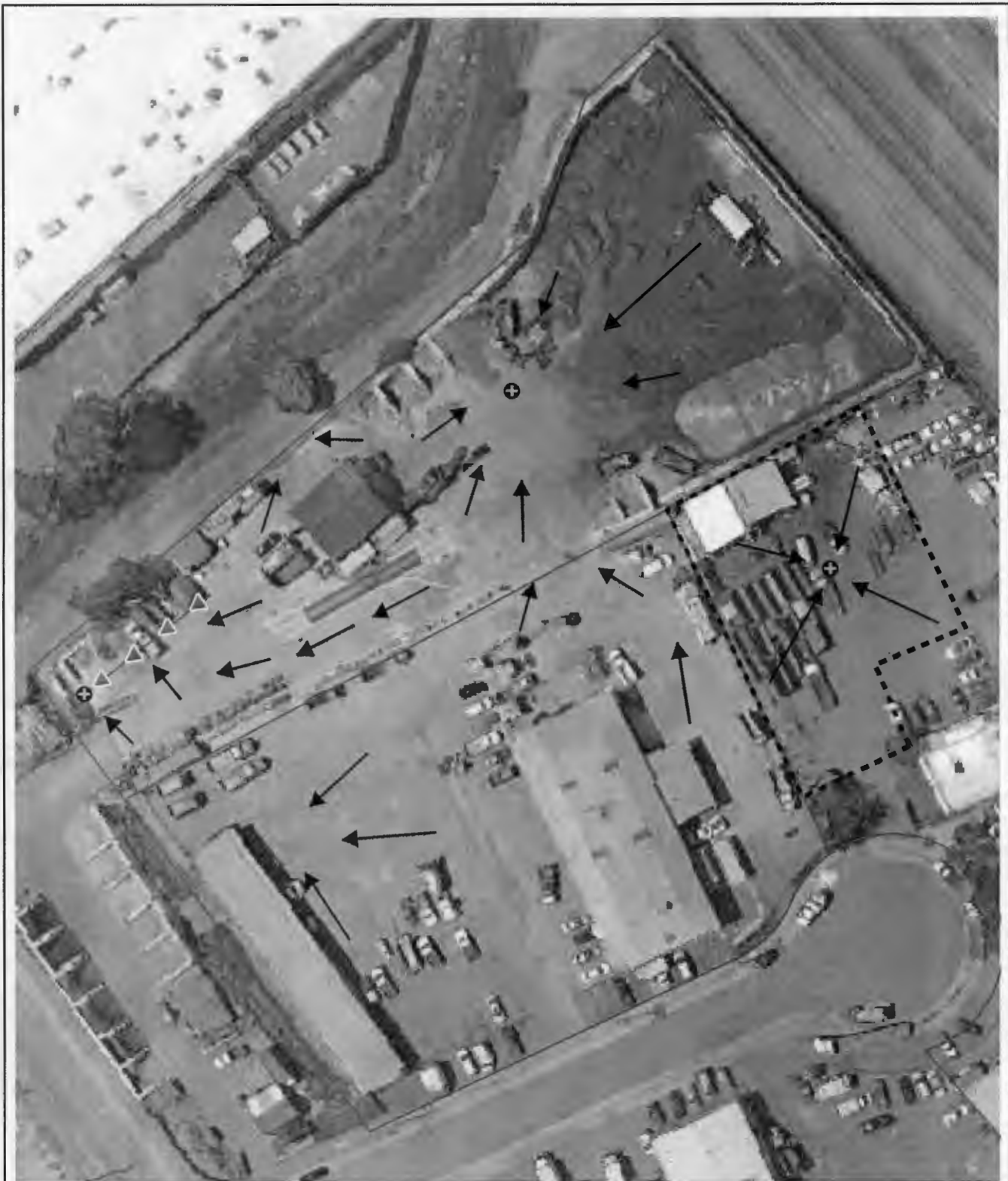
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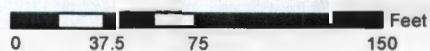
SOURCE: GOOGLE 2015 AERIAL PHOTOGRAPH

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FIGURE 1
SITE LAYOUT
ASPHALT SHINGLE RECYCLERS
OAKLAND, CALIFORNIA



- ⊕ Drop Inlet
- ➔ Drainage
- ➔ Flow Direction
- ⋯ Area Leased for New Green Waste Facility
- Approximate Parcel Boundary



SOURCE: GOOGLE 2015 AERIAL PHOTOGRAPH

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FIGURE 2
SITE DRAINAGE
ASPHALT SHINGLE RECYCLERS
OAKLAND, CALIFORNIA

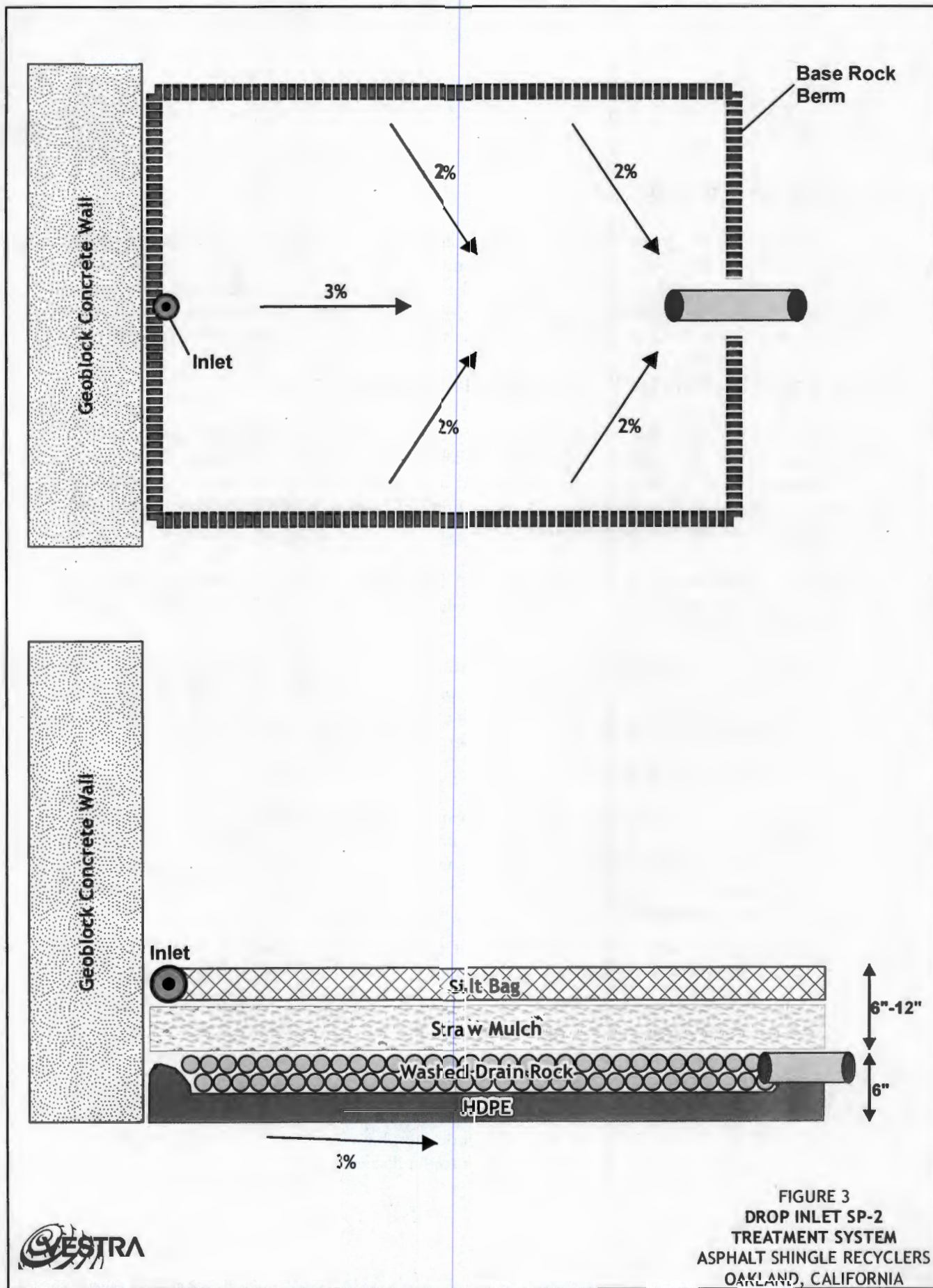


FIGURE 3
 DROP INLET SP-2
 TREATMENT SYSTEM
 ASPHALT SHINGLE RECYCLERS
 OAKLAND, CALIFORNIA



Area Due North of Shop

This area includes the compressor and a materials storage container and discharges toward the fenceline, as shown on Figure 1. The area will be modified so that no industrial activities occur prior to October 2016. Asphaltic concrete berms will be placed on the west and east sides to prevent water from flowing onto this area from other portions of the site. The area will be used for the storage of non-industrial materials or parking for employees. Improvements are shown on Figure 4.

Area around Drop Inlet-2 (DI-2 and Sample Location SP-1)

This is the area where the majority of the recycling occurs. In this area, brick, concrete, and dirt are received and unloaded. Bricks are cleaned and palletted for reuse and concrete is reloaded and taken to a crushing facility for reuse. Dirt is screened and amended to generate sale products for the landscape business. The area drains to a single drop inlet location (DI-2), as shown on Figure 1. BMPs that have or will be implemented include:

- The asphalt in the area has cracked and been obliterated by the heavy equipment in a drainage across the site. This drainage will be filled with washed rock and base rock and asphalt re-laid.
- A pile of used asphalt shingles remains onsite to feed the small market that is able to use the recycled asphalt product. This shingle pile has historically been tarped in the winter; however, the tarps decay and erode in the wind and salt spray. The pile will be retarped using high-quality PVC tarps of 14 mil or greater held in place with tire circles.
- Sweeping will be increased to two times daily during the wet season.
- The treatment unit will be modified. Spent material in the existing treatment unit will be removed and recycled. The current outer liner will be replaced with a stronger HDPE liner. The current lighter-weight liner may be used in the system at DI-1. The unit will be reconstructed in a fashion similar to the current system, allowing for flexibility to modify media and sections as needed based on analytical results.

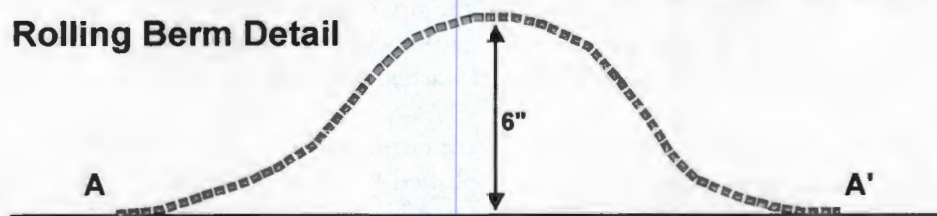
The initial revisions include placement of three layers of interlocking straw bales (or two straw bales overlain by green waste) then overlain with a dewatering sediment bag.

Following the filtration by straw bales, the water will pass through 2-inch-minus washed drain rock stabilized by a row of sandbags interlocked at two sandbags high. The purpose of the sandbags is to slow the flow and disperse water evenly through the drain rock.

A second rock filter will follow in sequence – this section will contain crushed limestone held similarly as before with a double row of sandbags. The purpose of the limestone is to attempt to remove aluminum and iron under aerobic conditions. The water will then pass through pea gravel or similar, smaller rock to the discharge point.



Rolling Berm Detail



----- Add Berm

□ Approximate Parcel Boundary



SOURCE: GOOGLE 2015 AERIAL PHOTOGRAPH

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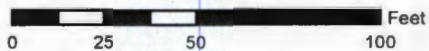


FIGURE 4
AREA NORTH OF OLD SHOP
ASPHALT SHINGLE RECYCLERS
OAKLAND, CALIFORNIA

This design will allow for an aerobic system, which, due to the intermittent nature of the flow of stormwater, is the preferred and likely the only feasible treatment method. A baffled system which was evaluated would have resulted (in the absence of a second pump) in saturated conditions in the first baffle that may have reduced filtration capacity. The media can be modified as necessary based on analytical results.

- Straw bales will be replaced as necessary, at a minimum of once per season and more frequently as needed.
- Additional monitoring will be conducted per the section below. This monitoring will include sampling for polynuclear aromatic hydrocarbons (PAHs). PAHs will be sampled in the first three rain events of the 2016-2017 season. If PAHs are detected over the trigger value in the Basin Plan, additional treatment will be added to remove PAHs. This will likely include cartridge carbon filtration installed following the treatment train and before discharge.

A cross-section of the treatment unit media and baffle system is shown on Figure 5.

Green Waste Area

The green waste recycling area became operational in May 2016. This operation will be added to the Storm Water Pollution Prevention Plan (SWPPP) in a revision that covers all previous BMP changes.

One drop inlet is located in the green waste area. It is believed that this drop inlet flows north to intersect the drop inlet at the treatment unit. It is unknown where the storm drain originates, but it could be at the auto recycling facilities that surround the Asphalt Shingle Recyclers site.

The current green waste Geoblock wall will be extended an additional 4 feet and then formed at a 90-degree angle to protect the drop inlet during the summer season. The drop inlet will also be covered to reduce deposition of material during the dry season. Once the wet season commences, the cover will be removed and the concrete geo-blocks repositioned. The drop inlet will be protected by wattles, straw bales, filter fabric, and washed drain rock, as shown on Figure 6.

Asphalt Shingle Recyclers will confirm if DI-3 is connected to DI-2 and whether DI-3 has additional inflow from other sources. This will be accomplished by visual inspection of the drop inlets and performing a hose test between DI-2 and DI-3 to confirm the flow of water from DI-3 to DI-2.

Additional Monitoring

Baykeeper has requested additional monitoring for PAHs and total and dissolved metals. The proposed additional sampling is presented in Table 1.

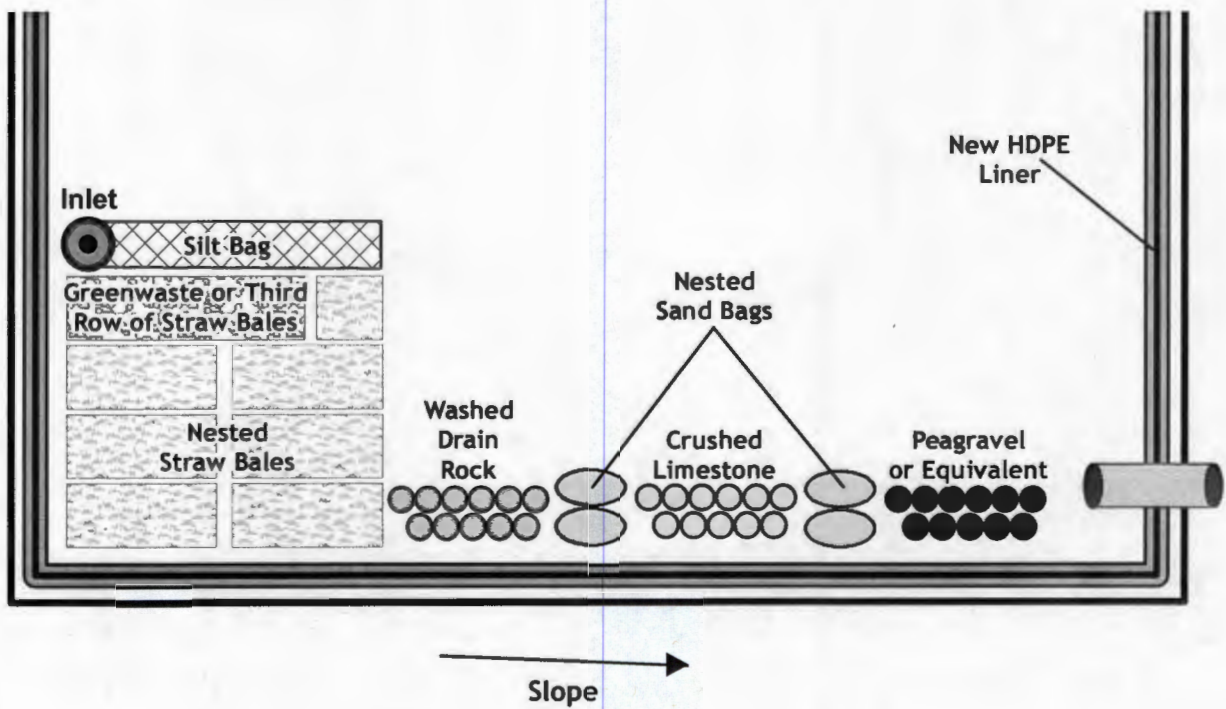
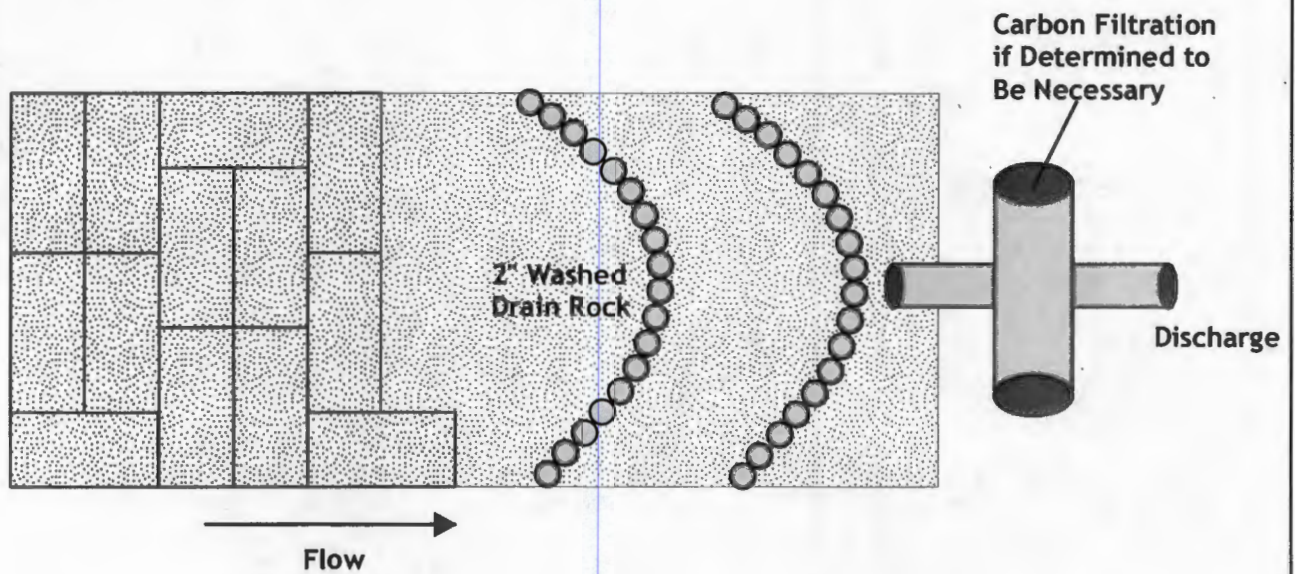


FIGURE 5
TREATMENT SYSTEM
CROSS SECTION
ASPHALT SHINGLE RECYCLERS
OAKLAND, CALIFORNIA



- ⊕ Drop Inlet
- ▭ Area Leased for New Green Waste Facility



FIGURE 6A
GREEN WASTE HANDLING AREA
ASPHALT SHINGLE RECYCLERS
OAKLAND, CALIFORNIA

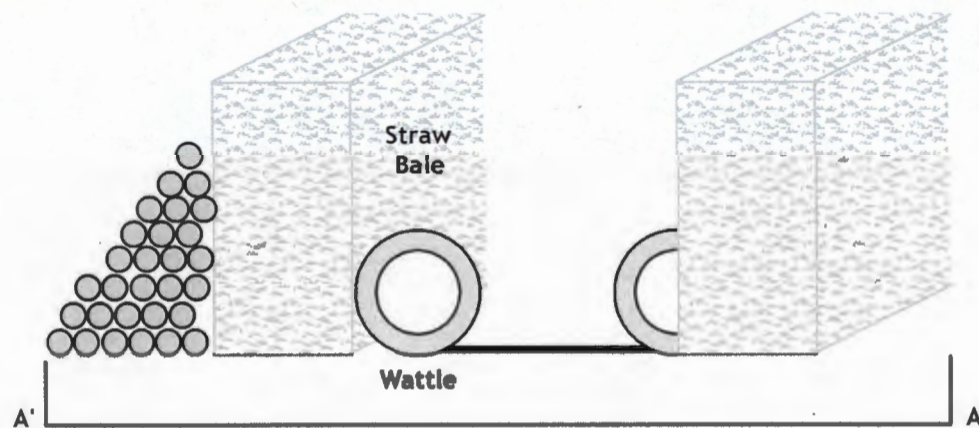
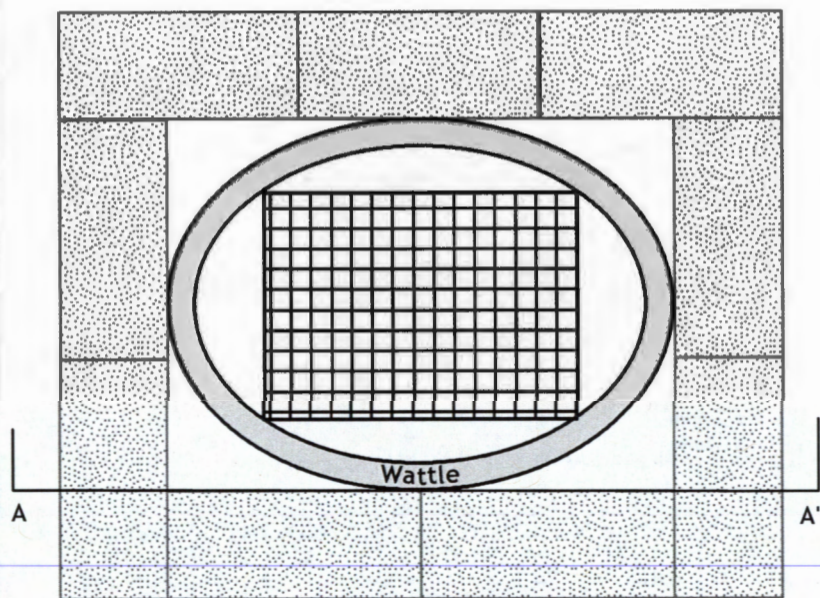


FIGURE 6B
WINTER FILTRATION AROUND D-1
ASPHALT SHINGLE RECYCLERS
OAKLAND, CALIFORNIA

Baykeeper
July 28, 2016
Page 4 of 5

Please contact me with any questions at 530-223-2585.

Sincerely,

VESTRA Resources, Inc.

A handwritten signature in black ink, appearing to read 'W Johnston', written in a cursive style.

Wendy Johnston
Project Manager

Attachments

CC: Joshua Fookes/Asphalt Shingle Recyclers
Michael Brady/Brady & Vinding

Table 1
PROPOSED SAMPLE ANALYSES

Constituent	Analytical Method	Minimum Sample Volume	Sample Containers	Sample Preservation	Detection Limit	Maximum Holding Time
Oil & Grease	EPA 1664	2 liter	1-liter Boston round amber glass	H ₂ SO ₄	1.4 mg/L	28 days
Total Suspended Solids	SM2540D	1 liter	1 liter poly	None	1.0 mg/L	7 days
Iron - Total & Dissolved ¹	EPA 200.7	500 ml	500-ml poly	HNO ₃ / field filtered, cool	0.1 mg/L	180 days
Lead - Total & Dissolved ¹	EPA 200.8	500 ml	500-ml poly	HNO ₃ / field filtered, cool	0.005 mg/L	180 days
Aluminum - Total & Dissolved ¹	EPA 200.8	500 ml	500-ml poly	HNO ₃ / field filtered, cool	0.05 mg/L	180 days
Zinc - Total & Dissolved ¹	EPA 200.8	500 ml	500-ml poly	HNO ₃ / field filtered, cool	0.05 mg/L	180 days
Chemical Oxygen Demand	SM5220D	500 ml	500-ml poly	H ₂ SO ₄	50 mg/L	28 days
PAH ²	EPA 8270	500 ml	500-ml poly	None	0.0005 mg/L	24 hours

Notes:

¹ Total and dissolved for one year; return to total only after Year 1

² First three samples of 2016-2017 season; to be reevaluated after three samples